

EXHIBIT A

AGREEMENT dated as of May 23 2019 by and among Vikram Paralkar ("Author"), Deborah J. Piazza, as Chapter 7 Trustee of Donadio & Olson, Inc. ("Trustee"), Rogers, Coleridge & White Ltd ("RCW") and HarperCollins Publishers India Private Limited ("Publishers").

WITNESSETH:

WHEREAS, Author and Publishers entered into an agreement dated April 24, 2017 (the "April 2017 Agreement") pursuant to which Author granted Publishers the sole and exclusive right to produce, publish, sell and distribute the Author's works entitled "The Wounds of the Dead" and "The Afflictions" (the "Works") in English and all Indian languages in India and Indian Subcontinents; and

WHEREAS, Donadio & Olson, Inc. ("Donadio"), as Author's literary agent, was entitled under the terms of the April 2017 Agreement to fifteen per cent (15%) of the advances and royalties payable by Publishers to Author under the April 2017 Agreement; and

WHEREAS, on September 20, 2018, Author and Publishers entered into a First Addendum (the "Addendum") to the April 2017 Agreement, pursuant to which paragraph 23 of the April 2017 Agreement was amended to read as follows:

23. SUBSIDIARY RIGHTS

During the continuance of this Agreement the PUBLISHERS shall make best endeavors to negotiate the sale or lease of subsidiary rights in the Work and will pay to the AUTHOR, the following percentages of the sums received by them on the sale or lease of the rights set out below:

1. Reprint rights licensed to another publisher – 60%
2. Electronic book rights – 50%
3. Translation – 70%
4. Audio rights – 50%
5. Dramatization rights for film, television, stage and radio – 80%
(i.e. the non-exclusive right to dramatize of all or any part of the WORK for reproduction, exhibition, broadcast and/or transmission through the medium of television, film, non-theatric, stage, web, home video (including but not limited to video cassettes and DVDs) and radio.
6. Non-Commercial rights for the disabled – Free of Charge
(i.e. the right to convert the WORK to Braille or to record or print the WORK for the sole use of the blind and handicapped gratis)

All royalties mentioned above are to be divided in the ratio of 85% to the AUTHOR and 15% to Agent.

(the "Amended Paragraph 23"). All subsidiary rights set forth in the Amended Paragraph 23 are hereinafter referred to as the "Addendum Subsidiary Rights"); and

WHEREAS, pursuant to Amended Paragraph 23, all royalties due Author from Publishers with respect to the sale or lease of any Addendum Subsidiary Rights were to be divided in the ratio of 85% to Author and 15% to Donadio as Author's literary agent (the "15% Commissions"); and

WHEREAS, on December 3, 2018, Donadio filed a voluntary Chapter 7 bankruptcy petition in the United States Bankruptcy Court for the Southern District of New York; and

WHEREAS, on December 3, 2018, the Trustee was appointed as the interim Chapter 7 trustee of Donadio; she then became permanent Trustee pursuant to Section 702(d) of the United States Bankruptcy Code and by operation of law; and

WHEREAS, by virtue of its filing of its bankruptcy petition, as of December 3, 2018, Donadio could no longer perform the functions of literary agent for Author; accordingly, Author has selected RCW to serve as his literary agent; and


WHEREAS, as a result of all of the foregoing, the Trustee and RCW have come to an agreement whereby they will evenly split the 15% Commissions with respect to royalties due Author in connection with the sale or lease of any Addendum Subsidiary Rights;

NOW THEREFORE, for good and valuable consideration, the parties to this Agreement agree as follows:

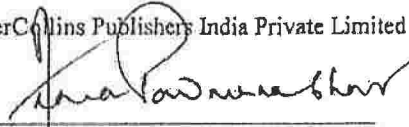
1. The 15% Commissions with respect to royalties due Author in connection with the sale or lease of any Addendum Subsidiary Rights shall be split 7.5% to RCW and 7.5% to the Trustee on behalf of the bankruptcy estate of Donadio (the "Trustee 7.5% Commissions").
2. The Trustee 7.5% Commissions shall be paid by Publishers at the same time Author's 85% share of royalties earned from the sale or lease of any Addendum Subsidiary Rights are paid by Publishers in accordance with the terms of the April 2017 Agreement as amended by the Addendum.
3. The Trustee 7.5 Commissions shall be paid by Publishers via wire transfer pursuant to the wire instructions set forth in Exhibit 1 hereto. Concurrently with each of said payments by wire transfer, Publishers shall send via email to dpiazza@atarterkrinsky.com a statement setting forth the calculation of the particular 7.5% Commission(s) being paid.

4. The Author's share of royalties shall be paid to him directly via wire transfer to an Indian bank account, in accordance with the terms of the April 2017 Agreement. RCW shall be paid their commission by the Publishers via wire transfer pursuant to the wire instructions set forth in Exhibit 2, and concurrently the Publishers shall send via email to accounts@rcwlitagency.com a statement setting forth the calculation of the particular 7.5% Commission(s) being paid.

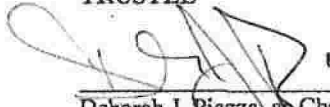
AUTHOR


Vikram Paralkar
May 22nd, 2019

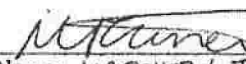
PUBLISHERS

HarperCollins Publishers India Private Limited
By: 
Name: _____
Title: _____

TRUSTEE


Deborah J. Piazza, as Chapter 7 Trustee
of Donadio & Olson, Inc.

AGENT

Rogers, Coleridge & White Ltd
By: 
Name: MATTHEW TURNER
Title: 22/05/19

The Exhibits to this Stipulation contain wire transfer information and have been intentionally omitted.